



Office of Real Property Utilization and Disposal

FOREST SERVICE PROPERTY FOR SALE

INVITATION FOR BIDS

The USDA Forest Service invites you to bid!

This sale is designed to dispose of administrative property and structures no longer being utilized by the Rogue River – Siskiyou National Forest. This project is authorized pursuant to the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005, as amended. The property is located in Agness, Oregon. A Bid Deposit is required, and a Minimum Bid amount has been established for the sale.

Old Agness Administrative Property



Building #2004

The Old Agness Administrative property is located at 34470 Agness Illahe Road in Agness, Oregon 97406, in Curry County. The property is located within Tax Lot 600 on Curry County Tax map 35 11 7. According to the Curry County Assessor's Office, the Site is identified as account number R23625. The property is approximately 2.5 acres and contains a residential building, an office building, a warehouse storage building, and two small utility sheds.

**U.S. General Services Administration
Invitation for Bids**

SALE OF GOVERNMENT REAL PROPERTY

**Old Agness Administrative Property
9PZF-12-03
ZEATL912797001**

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: April 23, 2012

End Date: **Based on Bidding**

Starting Bid: **\$50,000.00**

Registration Deposit: **\$4,000.00**

Bid Increment: **\$1,000.00**

Sales Information

Jeff Sims – Forest Service
(541) 383-5758
jsims@fs.fed.us

Chuck Gladney – Forest Service
(541) 870-8333
cgladney@fs.fed.us

Property Disposal Web Page

<http://propertydisposal.gsa.gov>

Online Auction

RealEstateSales.gov

Register and submit your bid

Online Auction Assistance

Lisa Roundtree
253-931-7709

Inspection Opportunities:

The property will be open for inspection on the dates listed below:

Friday - May 4, 2012

Saturday - May 5, 2012

For additional information, please visit

<http://www.fs.usda.gov/roque-siskiyou/>

**Send Bid Form and Registration To:
General Services Administration
Real Property Utilization and
Disposal (9PZF)
400 15th Street S.W.
Auburn, WA 98001
Attn: Lisa Roundtree**

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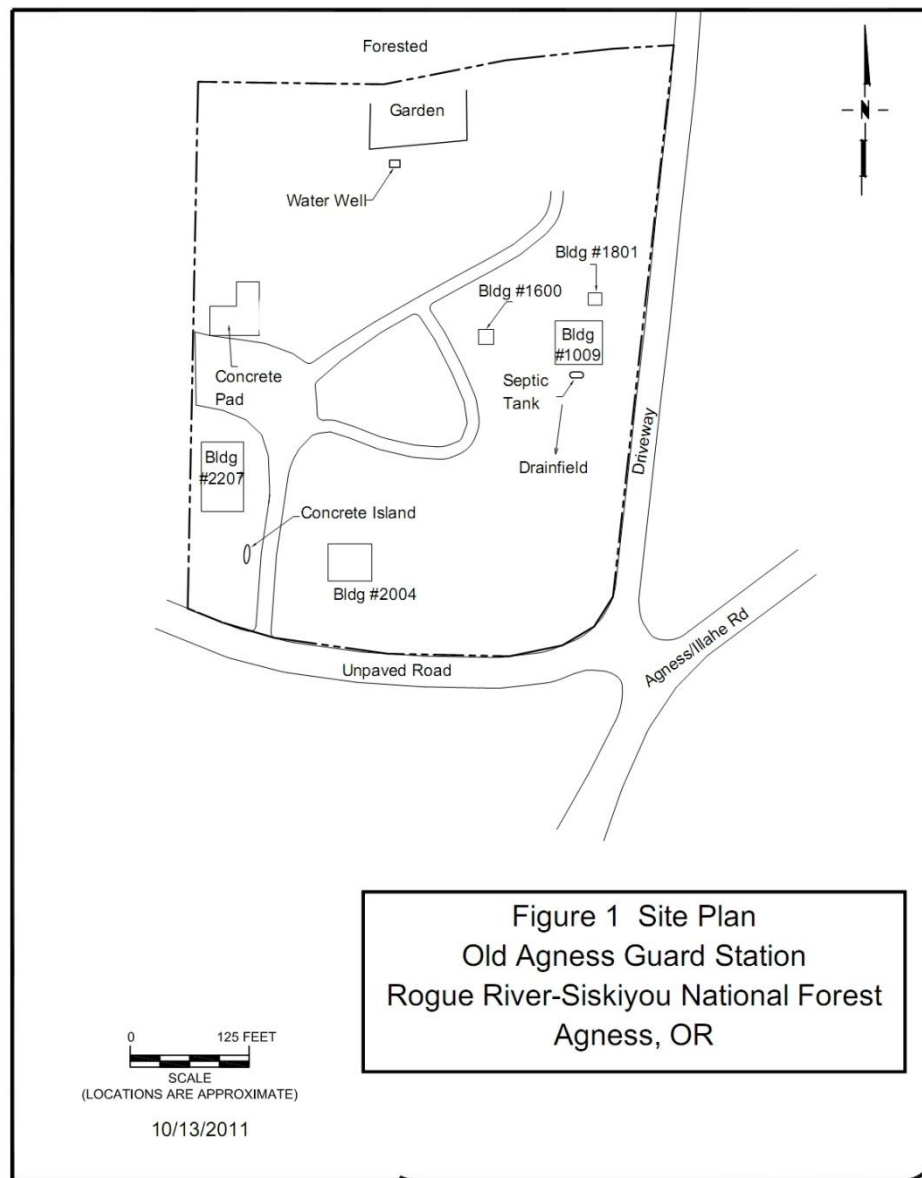


Table 1 – Old Agness Compound, Size and Age

Building No.	Type	Square Footage	Year Constr.	Remarks
1009	Residence*	976	1933	
2004	Office (former museum)	412	1934	
2207	Warehouse	1275	1934	
1600	Storage Shed	106	1928	
1801	Utility Shed	32	1981	

*The residence is a 2 bedroom, and 1 bath house with an unfinished basement and unfinished 2 room upper floor.

Aerial Photo View of Agness Parcel and Surroundings



PROPERTY DESCRIPTION

LOCATION AND SETTING

This distinctive National Forest System property is located in rural southwest Oregon, and sits at the confluence of the Illinois and Rogue Rivers. Private lands are at a premium due to the extensive Federal ownership in the surrounding area, and this is a rare opportunity to purchase residential property on a very useable site with level terrain and an existing water and septic system

Agness is a charming, tiny (population: 113 in 2007), unincorporated community located near the confluence of two Wild and Scenic Rivers—the Lower Rogue River and the Illinois River. The Agness area is popular for fishing and hiking. Agness is located in the Rogue River - Siskiyou National Forest.

Agness is served by one of only two rural mail boat routes still operating in the U.S. (The other is on the Snake River in Idaho). The mailboat runs on the Rogue River between Gold Beach and Agness during the summer months. The mail is delivered by road for the remainder of the year.

The travel to Agness is about 50 minutes from the Oregon Coast, but the drive has the added benefit of beautiful views of the Rogue River. From Gold Beach, turn east at the south end of the bridge to Jerry's Flat Road (route 595 to NF-33). Follow for about 30 miles across the Illinois River bridge and the Rogue River bridge; turn left onto the Agness-Illahe Road for about 3 more miles.

The average minimum temperatures are 40°F in January to 53°F in July, and the average maximum temperatures are 88°F in July and 50°F in January. On average the recorded precipitation in January is 13.8 inches and in July is 0.3 inches in Agness. The average elevation is 186 feet. The median average house value in 2009 was \$338,225.

This facility is located in Curry County, Oregon, and is currently managed by the Gold Beach Ranger District of the Rogue River - Siuslaw National Forest.

ABOUT THE COMMUNITY OF GOLD BEACH, OREGON:

According to the Gold Beach Chamber of Commerce, Gold Beach is located in the heart of what some refer to as the "banana belt" of the Pacific Northwest, which means the year-round climate is more temperate than anywhere else on the coast. It's where the pristine Rogue River meets the majestic Pacific Ocean. Beautiful trees, mountains, rivers, beaches and the ocean define the landscape. The summers offer pleasant temperatures of 65 to 70 degrees, sunny days, and beautiful evening skies for stargazing. Winter months are made for storm watchers. Outdoor activities include looking for migrating whales, fishing for salmon or steelhead, wind surfing or just walking the beaches. The community boasts many places to stay, fine restaurants, art galleries, book stores, outdoor shops and other public businesses available to serve tourists and travelers.

Gold Beach is located approximately 30 miles west of Agness on Coast Highway 101 that serves an area wide population of nearly 1900 people. The community is located 37 miles north of the California border on the coast of the Pacific Ocean. Gold Beach is the Curry County seat and it is a full service community with lodging, hotels, a hospital, Adult and family health services, a U.S. Post Office, a public library, and a community college. Gold Beach has cool, wet winters and mild, relatively dry summers. Average January temperatures are a maximum of 54.0 °F and a minimum of 40.6 °F, while average July temperatures are a maximum of 67.7 °F and a minimum of 51.2 °F. Recreation in the area includes: biking, hiking, beachcombing, clamming, crabbing, horseback riding, sailing, boating, fishing (both freshwater and deep sea), hunting, camping, and water sports of all kinds. More information about the Gold Beach community can be found at: <http://www.goldbeachchamber.com>

2. SALE PARCEL DESCRIPTION

The Old Agness Guard Station Administrative Property is within the Rogue River-Siskiyou National Forest but is an isolated parcel of Federal land surrounded by private land. It was developed as a Ranger Station in 1928 for the Agness Ranger District of the Siskiyou the National Forest. Currently, the site is unoccupied and the most recent use at the warehouse, office and residence was a garage for the Agness Fire Department truck, a museum and a rental house. All occupants have moved out. The property was acquired in a Warranty Deed to the United States of America, in April of 1936 as recorded in the Curry County Deed Records, Volume 23 Page 530.

The Agness Civilian Conservation Corps (CCC) camp was established at the site in May 1933. The camp consisted of 30 men from Ft. Lewis, Washington, who constructed 4 buildings at the newly established ranger station.

The residential structure #1009 was constructed in 1933. The office #2004 (former museum) and warehouse #2207 were constructed in 1934. A storage shed #1600 was built earlier in 1928 and a utility shed #1801 was added later in 1981. See Table 1 above for details on the sizes of buildings. The property continued to be used for a guard station and fire suppression crew quarters until around 1964 when the bridge washed out across the Rogue River. The guard station moved to the south side of the river and the Old Agness Guard Station became temporary employee housing. Later in the early 1990's the office became the Agness Museum and was operated under an agreement with the Curry County Historical Association. The Agness Fire Department used the warehouse to store their fire engine. The residence became a rental for a property caretaker.

Bidders are reminded that the properties are offered for sale and will be sold **"As is"** and **"Where is"** without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

3. DRIVING DIRECTIONS

From Portland, Oregon, it is about 332 miles to the property. Take the I-5 Interstate approximately 146 miles south. Leave the Interstate at the Drain Exit #162 and go west onto Highway OR38/99 for 56 miles. Turn south on US Highway 101 and drive south for 114 miles to Gold Beach. Cross the Rogue River bridge in Gold Beach and turn left (east) onto Agness Road (also known as Jerry's Flat Road and Forest Road 33). Go east on the Agness/33 road for 21 miles to Agness. Cross the Illinois River, drive to the Rogue River bridge and turn left on Agness/Illahe road. Continue 3 miles to the property.

From Grants Pass, Oregon it is about 160 miles to the property. Take US 199 south from Grants Pass through Cave Junction. US 199 will intersect with US 101 in Northern California, take 101 north through Brookings to Gold Beach. Follow the above directions at the Rogue River Bridge in Gold Beach to follow the Agness Road to Agness. .

4. LEGAL DESCRIPTIONS

W.M., T. 35 S., R. 11 W., Section 7, SE¼NE¼ of Lot 14 as described in a deed from Charles H Pettinger and Sadie G. Pettinger, husband and wife, to the United States of America dated February 27, 1936 and recorded in Curry County records on April 16, 1936 in Volume 23, page 530.

Parcel contains 2.50 acres, more or less.

5. ASSESSOR'S PARCEL NO.:

Assessor's Parcel Number:
Map 35-11-7-600

For county tax and plat maps, visit www.ormap.org, click on "Maps Online", and choose Curry County.

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

Access to this property is off of the nearby Agness/Illahe County Road to Sundown Road. Gravel roads are located on both the south and east sides of the property for access, however the roads are not owned by the County and the legal status of the roads is unclear.

There has not been a Forest Service land survey to identify the boundaries of this property, and the location of improvements, such as buildings and County/gravel roads, in relation to the property and adjoining properties is undetermined.

The property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

An invalid easement crosses the subject property. It was created by instrument, dated June 14, 1957, recorded December 10, 1957, DV 52, Page 100, in favor of the West Coast Telephone Company for electric transmission poles and lines. Coos Curry Electric Company is successor in interest to the easement and is currently using the transmission system. As the easement was executed by the neighboring property owner, not the U.S. Forest Service, the USFS considers the transmission lines to be an encroachment on the property. The Coos Curry Electric Company does not wish to terminate the current easement and create a new easement with the future landowner of the subject property at this time.

A requirement of CERCLA (Comprehensive Environmental Response, Compensation, and Liability) is a deed covenant. More information can be found in this IFB under the section "Notices and Covenants".

7. UTILITIES & SERVICE PROVIDERS

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities. The following utilities are currently available to the property:

Water:

There is well water on the property.

There have been multiple surface water systems that served the property in the past. These older surface systems and associated infrastructure and easements, outside the property boundaries, are not included in the property sale. According to the State Watermaster, there are no water rights for these surface water systems.

Sewer:

All septic.

Note: The septic tanks and leach fields have not been serviced in some time.

Electrical:

Coos Curry Electric Coop

PO Box 1268

43050 Highway 101

Port Orford, OR 97465

Telephone:

Verizon (or other cellular service)

Verizon Customer Support 1-800-483-4000

GENERAL TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notice and Covenants and; Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

e. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

f. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

g. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

h. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

i. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

j. PROXY BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

k. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

m. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZF) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property will be made open for inspection at the following times:

Friday - MAY 4, 2012 - from 10 a.m. to 3 p.m.
Saturday – MAY 5, 2012 - from 10 a.m. to 3 p.m.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

The Curry County zoning office confirms that the 2.5 acre parcel is zoned Public Utilities. Once the property becomes owned privately, it is probable that the property will be zoned RCR-10, Rural Community Residential, 10 acre minimum.

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach

of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Gove

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is Sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the Sixty (60) calendar day period.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon confirmation that Purchaser's funds have been received by the Government the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay interest on the outstanding balance of the purchase price, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to the USDA Forest Service, within five (5) business days after recording, at the following address:

USDA Forest Service
Rogue River-Siskiyou National Forest
3040 Biddle Road
Medford, OR 97504-4119
Attn: Jeff Sims Realty Specialist

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on April 23, 2012 at 11 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

The starting bid is **\$50,000.00**. The starting bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(2) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff can not assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your

business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of **\$4,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (9PZF)
400 15h Street S.W.
Auburn, WA 98001
Attn: Lisa Roundtree

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (253-931-7554).

c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

a. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.

c. Bids must be submitted without contingencies.

d. Bidders that are currently in default status on GSA Auctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at 1-866-333-7472, Option 3. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

RealEstateSales.gov allows you to place a minimum ("flat") or a maximum ("proxy") bid. Flat bids are usually the starting price of the auction or the current winning bid plus the Bid Increment. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless a proxy bid that is greater than this amount has been placed. A proxy bid is an amount you are currently willing to bid for a property that is higher than the stated current winning bid plus the Bid Increment. With your proxy bid, RealEstateSales.gov incrementally bids on your behalf to keep you the current winner of the auction until your proxy amount is reached. Only the winning bid amount (previous high bid plus the Bid Increment) will be displayed. Your proxy amount will not be viewable to others and the system does not allow a bidder to place and display a flat bid greater than the stated minimum bid. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your proxy bid amount if you want to continue bidding. Your proxy bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two proxy bids compete, the greater of the two always wins. If the greater proxy limit does not exceed the lesser proxy limit by the full stated Bid Increment, then the greater proxy limit bid is placed. You may increase or decrease your proxy bid limit at any time. You cannot decrease your proxy bid below the current bid. If you are currently the winner in an auction, increasing your proxy bid will not increase your current bid until challenged by another bid. Changing your proxy bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at 1-866-333-7472, Option 3, for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the

length of interruption time and the numbers of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for Ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the Ninety (90) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

Within Ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within Sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Go

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

The following Hazardous Substance Notification will be inserted in the Quitclaim Deed. The purchaser must agree to the covenants and other provisions of the sale described herein.

The Environmental Site Assessment and related documents are available for review by bidders, and the successful high bidder will receive a copy.

1. HAZARDOUS SUBSTANCE NOTIFICATION

- A. CERCLA Notice and Covenant Regarding Hazardous Substances The notice and covenants contained in this Clause are required under Section 120 (h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C 9620 (h). The **GRANTOR** has completed the following reports: a Modified Phase I Environmental Site Assessment (ESA) by Ryan Tobias of Cascade Earth Sciences, dated March 2006, an Update Modified Phase I/Phase II Environmental Site Assessment (ESA) by John Early of Western States Environmental Services, dated November 13, 2008 and a Phase III (Addendum) to the Modified Phase I/Phase II Environmental Site Assessment (ESA) by John Early of Western States Environmental Services, Inc., dated February 12, 2009.

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

(1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and

(2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter

upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

B. The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

C. The **GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

2. NOTICE OF PRESENCE OF LEADBASED PAINT (LBP)

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended.

Lead Solutions of Salem, Oregon was contracted to investigate if any lead-based paint was present in any of the structures at Old Agness.

The testing showed 30 samples out of 120 paint samples and 1 soil sample had lead detected in a concentration greater than the HUD action level of 1.0 mg / cm², with potential to be hazardous.

Areas with concentrations greater than the HUD action level included the following:

Buildings 1009 and 1600:

- The interior ceiling of the living room.
- The east side of the interior wall of the kitchen.
- The west side of the bathroom cabinet.
- The treads of the basement stairs.
- The exterior window sash surfaces of all windows.

Building 2004

- Exterior window sash surfaces.
- Buildings 2207 and 1302
- Exterior siding and trim components

In general the exterior of the buildings had the most building material containing lead. Lead-based paint in the interiors was limited to the ceilings, walls, and doors of Buildings 1009 and 1600.

In total, 3 soil samples were taken; 1 was collected by Lead Solutions and 2 were collected by CES, all in 2005. The Lead Solutions sample was taken around the base of the Residence (1009), and was below the EPA residential lead hazard standard of 400 ppm. The 2 CES samples were taken adjacent to the warehouse (building 2207) and building 1302 (now demolished). The levels of lead paint in the soil did not exceed the regulatory threshold for the toxicity characteristic of 5 mg/L, but the 1 sample from building 2207, at 935 mg/kg, did exceed the EPA Region 9 Preliminary Remediation Goal (PRG) of 400 mg/kg for residential soil and 800 mg/kg for industrial soil. The 2006 ESA noted that this EPA Region 9 PRG is a generic agency guideline calculated without site specific information, and not a legally enforceable standard (p. 13 of March 2006 ESA). Cleanup was not a recommendation in the ESA.

3. ASBESTOS CONTAINING MATERIALS (ACM)

Coleman Creek Consulting, Inc. of Medford Oregon conducted an asbestos survey of the site on August 23, 2005. A total of 34 bulk asbestos samples were collected from the buildings and analyzed.

Only Building No. 1009 (Residence) had asbestos in several locations. Asbestos was detected in the orange 9" floor tile in the laundry room, in the tan vinyl floor in the kitchen, in the wood stove brick in the living room, in window putty in a basement window and in roof sealant in the roof at the back entrance. The total estimated area is 306 square feet.

Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the

purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

4. UNDERGROUND FUEL STORAGE TANKS (USTs)

Cascade Earth Sciences, an environmental company, 3511 Pacific Boulevard, SW, Albany, OR 97321 was contracted to determine the existence of underground fuel storage tanks at the property.

No evidence of current or former USTs were observed at the Site. However, interviews with individuals knowledgeable about the site indicated one former 500 gallon UST was located near the warehouse at the concrete island. It was likely decommissioned and removed sometime around 1964. Soil was tested at the island and of four samples one tested above Oregon DEQ contamination levels.

In 2009, the Forest Service hired Western States Environmental Services of Medford, Oregon to remove 12 cubic yards of soil from an excavation 6 feet deep at the concrete island. Subsequent samples of soil were collected at depths of 72 inches and analyzed for petroleum contamination. All samples tested clean.

5. RADON

The property was not tested for radon because Curry County is located in an EPA Radon Zone 3 and the potential for environmental impairment to the site from radon gas is considered low. This means based on three areas tested in Curry County, the average activity was 0.8 pCi/L and all of the areas were below 4.0 pCi/L, the EPA action limit.

6. OTHER HAZARDOUS SUBSTANCE INFORMATION

SEPTIC SYSTEM

The on-site septic system has not been evaluated since the inception of the Curry County Sanitation Department in 1974.

7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

In September of 2011, the Forest Service issued a Decision Memo for the Old Agness Guard Station property in order to fully comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations. This Act requires public involvement and consideration of potential environmental effects. The documentation of these decisions supports compliance with this Act.

In accordance with Executive Order 12898, these projects will not result in any disproportionate impact to minority or low-income populations.

Project implementation is consistent with other Federal, State, and local laws for the protection of the environment.

8. FLOODPLAINS

There are no associated floodplains on the property.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Old Agness Administrative Property
34470 Agness-Illahe Rd., Agness, OR 97406

USERNAME: _____
(as established at RealEstateSales.gov)

REGISTRATION DEPOSIT: \$4,000.00

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
E-mail: _____ @ _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 18, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ A trustee, acting for _____
☐ Other _____

Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____
☐ Visa ☐ MasterCard
☐ Discover ☐ American Express
Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within Sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 9PZF-11-10 including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZF)
Attn: Lisa Roundtree
400 15th Street S.W.
Auburn, WA 98001-6599

FAX: (253) 931-7554 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Page 18, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

**Old Agness Administrative Property
34470 Agness-Illahe Rd., Agness, OR 97406**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then
_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)